

ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SAMUEL WILLIAMS,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.
-----X

:
:
: 06 Civ. 1629 (DFE)
:
: ECF Case

:
: **STIPULATION AND ORDER OF**
: **SETTLEMENT AND DISMISSAL**
:
:

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 9/4/08

WHEREAS, plaintiff commenced this action by filing a complaint on or about March 1, 2006, alleging that the United States of America ("United States") is liable for injuries to plaintiff arising out of a motor vehicle accident that allegedly occurred on September 6, 2002; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties that this action shall be settled and resolved as follows:

1. Defendant United States hereby agrees to pay to plaintiff the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), in full satisfaction of all claims, including claims for costs, expenses and attorney fees, which sum shall be in full settlement of any and all claims for property damage, personal injury, or any other damages that plaintiff now have or may hereafter acquire against the United States or any department, agency, agent, officer, or employee of the United States (collectively "the

Government”), on account of the alleged events, circumstances, or incidents giving rise to the above-captioned action (“this action”).

2. This action is hereby dismissed with prejudice and without costs.

3. This agreement shall not constitute an admission of liability or fault on the part of the Government or plaintiff.

4. Plaintiff stipulates and agrees to accept payment of the consideration set forth in paragraph “1” in full settlement and satisfaction of any and all claims and demands for property damage, personal injury, or any other damages which he or his heirs, executors, successors in interest, administrators, or assigns may have or hereafter acquire against the Government on account of the events, circumstances, or incidents giving rise to this action and claims incident thereto. Plaintiff releases and forever discharges the Government from any and all claims and liability for property damage, personal injury, or any other damages arising directly or indirectly from the events, circumstances, or incidents giving rise to or referred to in this action.

5. Payment of the consideration set forth in paragraph “1” of this Stipulation shall be made only after execution by the parties and entry by the Court of this Stipulation.

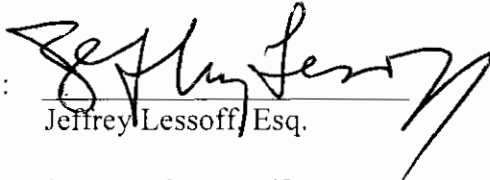
6. Settlement of this action is to be without interest, costs, or disbursements and inclusive of attorney’s fees in accordance with 28 U.S.C. § 2678, and all liens and fees are to be satisfied out of the amount of this settlement.

7. Plaintiff will indemnify and hold harmless the Government from any and all claims arising from the assignment of claims and liens upon the settlement proceeds, and this Stipulation and Order shall constitute a written agreement to that effect.

8. Plaintiff and the Government understand and agree that this agreement contains the entire agreement between them, and that no statements, representations, promises, agreements, or negotiations, oral or otherwise, between the parties or their counsel that are not included herein shall be of any force or effect.

JEFFREY LESSOFF
Attorney for Plaintiff
Law Firm of Jeffrey Lessoff
350 Broadway, Suite 703
New York, New York 10013
(212) 219-9856

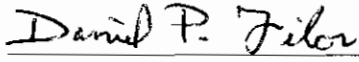
By:


Jeffrey Lessoff, Esq.

Date: New York, New York
August 11, 2008

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for Defendant
86 Chambers Street
New York, New York 10007
(212) 637-2726

By:


Daniel P. Filor, Esq.
Assistant United States Attorney

Date: New York, New York
August 13, 2008

SO ORDERED: *Sept. 4, 2008*


HONORABLE DOUGLAS F. EATON
UNITED STATES MAGISTRATE JUDGE